

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In re:

JAMES CROOKS,

Debtor(s).

Chapter 7

Case No. 21-42759

NOTICE OF FIRST HOME LOAN PAYMENT POSTPONEMENT

Please take notice that on April 27, 2021, upon request of the Debtor(s), or if applicable Co-Debtor(s), BANK OF AMERICA, N.A. agreed to postpone the monthly payment amount for the home loan ending in 5957 secured by property at 28999 Beechnut, Inkster, MI 48141-1109 (the “Home Loan”) for three (3) months (the “First Postponement Period”). The First Postponement Period starts with May 1, 2021 and will continue until July 31, 2021. The postponed payment amounts may be added to the end of the term of the Home Loan and are not being waived or forgiven. Additionally, interest will, to the extent permitted by law (including any confirmed bankruptcy plan), continue to accrue during this time period. At the end of the First Postponement Period, the regular payment schedule provided for under the Home Loan (or if applicable the Debtor(s) confirmed bankruptcy plan) will resume without further notice, and the First Postponement Period will terminate absent: (1) the Debtor(s), or if applicable Co-Debtor(s), submission of a second payment postponement request through (i) bankofamerica.com/coronavirus, (ii) Bank of America’s virtual assistant, Erica®, or (iii) Bank of America’s mobile banking app; and (2) BANK OF AMERICA, N.A.’s subsequent agreement to the second payment postponement request.

If a second payment postponement request is not submitted, Bank of America, N.A. will reach out to Debtor(s), or if applicable Co-Debtor(s), at the end of the First

Postponement Period, to work out repayment options based on the Debtor(s)', or if applicable Co-Debtor(s)', circumstances, including the potential option to add the postponed payments to the end of Debtor(s) loan. Bank of America, N.A. will also work on this repayment plan, as required, with the third party that currently owns or insures the Debtor(s)' loan.

Alternatively, if a second payment postponement request is submitted by Debtor(s), or if applicable Co-Debtor(s), and agreed to by BANK OF AMERICA, N.A., it is anticipated that Debtor(s), or if applicable Co-Debtor(s), will be advised as how a request to be evaluated for available options, including long-term assistance options, can be made at termination of the second payment postponement period.

To the extent a payment is made on the Home Loan during the First Postponement Period, the funds will be applied to the Home Loan according to the terms of the Home Loan contract, but will not extend the First Postponement Period, and the acceptance of such funds by BANK OF AMERICA, N.A. should not be construed as a waiver of BANK OF AMERICA, N.A.'s rights under the Home Loan, applicable bankruptcy law, or applicable non-bankruptcy law. BANK OF AMERICA, N.A. expects that, to the extent necessary, the Debtor(s) will also promptly take any required actions with the Court to effectuate the terms of the payment postponement described in this Notice.

Please take further notice that if the Debtor(s), or if applicable Co-Debtor(s), pays property taxes and insurance on their own under the terms of the Home Loan, the Debtor, or if applicable Co-Debtor(s), should continue to pay those obligations when they come due or as otherwise required by any applicable bankruptcy plan. If the amounts are not paid, BANK OF AMERICA, N.A. may, in order to insure that its collateral is adequately protected, and subject to any applicable bankruptcy plan, pay those obligations on the Debtor(s)', or if applicable Co-

Debtor(s)', behalf and establish an escrow account for payments going forward. If this occurs, BANK OF AMERICA, N.A. will notify the Debtor(s), or if applicable Co-Debtor(s), of the change and file a payment change notice with this Court as required.

If the Debtor(s), or if applicable Co-Debtor(s), pays property taxes and insurance obligations through an escrow account established under the terms of the Home Loan, BANK OF AMERICA, N.A. will continue to pay those obligations when they come due during the First Postponement Period. Any shortage that may occur as a result of the payment postponement will be captured in the next annual analysis. Debtor(s), or if applicable Co-Debtor(s), may continue to make deposits to the escrow account during the First Postponement Period to prevent a subsequent escrow shortage, but the Debtor(s), or if applicable Co-Debtor(s), is not obligated to do so.

Finally, please note that during the First Postponement Period the Debtor(s), or if applicable Co-Debtor(s), monthly Home Loan statements may reflect the payment amounts postponed as past due balances. To the extent that occurs, the Debtor(s), or if applicable Co-Debtor(s), should disregard that portion of the Home Loan statement.

Nothing under this Notice should be construed as a waiver of BANK OF AMERICA, N.A.'s rights under the Home Loan, applicable bankruptcy law, or applicable non-bankruptcy law.

/s/ Khurram Ishaq Date: 04/30/2021
Khurram Ishaq
Assistant Vice President
Bank of America, N.A.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

16001 N. Dallas Pkwy
Addison, TX 75001

A true and correct copy of the foregoing document entitled (*specify*): **Notice of Mortgage Forbearance**

James Crooks

Case No: 21-42759

Chapter: 7

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 04/30/2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor's Attorney:

DAVID ROSS IENNA
1 Parklane Blvd Ste 729
Dearborn MI 48126-2400

Trustee:

FRED DERY
803 W Big Beaver Rd Ste 353
Troy MI 48084-4734

Debtor(s):

James Crooks
28999 BEECHNUT ST
INKSTER MI 48141 - 1109

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

04/30/2021

Date

Khurram Ishaq

Printed Name

/s/ Khurram Ishaq

Signature